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VITO BRATTA, individually and doing  
business as VAVOOM MUSIC

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

VITO BRATTA, individually and  
doing business as VAVOOM  
MUSIC,

Plaintiff,

vs.

CLEOPATRA RECORDS, INC., a  
California corporation, and DOES 1  
to 10, inclusive,

Defendants.

CASE NO. CV 13-06950 BRO (JEMx)

[Assigned to the Honorable Beverly Reid-  
O'Connell]

**~~[PROPOSED]~~ STIPULATED  
PROTECTIVE ORDER**



- 1 (a) recording agreements, publishing agreements and royalty statements;
- 2 (b) licenses, license fees, and license agreements, and co-branding
- 3 agreements;
- 4 (c) business plans, strategic plans, and marketing strategies or plans;
- 5 (d) non-public market research, including market surveys and customer
- 6 surveys;
- 7 (e) non-public financial and sales data, budgets and projections, and all
- 8 information relating to revenues, costs, profits, cash flow, assets and
- 9 liabilities, and reports containing such information;
- 10 (f) customer identities and customer financial information;
- 11 (g) the financial terms of agreements other than sales to the general public;
- 12 (h) descriptions of products or services that have not yet been made
- 13 available for sale;
- 14 (i) employment files and information required to be kept confidential under
- 15 federal, state and local law; or
- 16 (j) information required to be kept confidential pursuant to an agreement or
- 17 understanding with nonparties.

18 2.4 “Attorney’s Eyes Only”: Discovery Material or such portion of  
 19 such material as consists of:

- 20 a) any commercially sensitive and/ or confidential business or
- 21 financial information (including without limitation confidential nonpublic contracts,
- 22 profitability reports or estimates, sales reports, and sales margins);
- 23 b) any business or financial information that is confidential,
- 24 proprietary, or commercially sensitive to third parties who have had business dealings
- 25 with parties to this action; or
- 26 c) any other category of material or information hereinafter given
- 27 Confidential status by the Court.

1                   2.5    Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3                   2.6    Producing Party: a Party or non-party that produces Disclosure or  
4 Discovery Material in this action.

5                   2.7    Designating Party: a Party or non-party that designates information  
6 or items that it produces in disclosures or in responses to discovery, including the  
7 documents produced by Defendants for the purpose of settlement discussions prior  
8 to the time that this Stipulated Protective Order was entered into, as  
9 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY.”

10                  2.8    Protected Material: any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL” or as “ATTORNEY’S EYES ONLY.”

12                  2.9    Expert: a person with specialized knowledge or experience in a  
13 matter pertinent to the litigation who has been retained by a Party or its counsel to  
14 serve as an expert witness or as a consultant in this action. This definition includes a  
15 professional jury or trial consultant retained in connection with this litigation. The  
16 expert witness or consultant may not be a past or a current employee of the Party  
17 (including any affiliates or related entities) adverse to the Party engaging the expert  
18 witness or consultant, or someone who at the time of retention is anticipated to  
19 become an employee of the Party (including any affiliates or related entities) adverse  
20 to the Party engaging the expert witness or consultant. Moreover, the expert witness  
21 or consultant may not be a current employee or anticipated to become an employee  
22 of any entity who is a competitor of the Party adverse to the Party engaging the expert  
23 witness or consultant.

24                  2.10 Professional Vendors: persons or entities that provide litigation  
25 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
26 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and  
27 their employees and subcontractors.

1           3.     SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also any information copied or extracted  
4 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus  
5 testimony, conversations, or presentations by parties or counsel to or in arbitration or  
6 in other settings that might reveal Protected Material.

7           4.     DURATION

8           Even after the termination of this arbitration, the confidentiality obligations  
9 imposed by this Order shall remain in effect until a Designating Party agrees  
10 otherwise in writing or a court order otherwise directs.

11          5.     DESIGNATING PROTECTED MATERIAL

12           5.1   Exercise of Restraint and Care in Designating Material for  
13 Protection. Each Party or non-party that designates information or items for  
14 protection under this Order must take care to limit any such designation to specific  
15 material that qualifies under the appropriate standards. A Designating Party must take  
16 care to designate for protection only those parts of material, documents, items, or oral  
17 or written communications that qualify – so that other portions of the material,  
18 documents, items, or communications for which protection is not warranted are not  
19 swept unjustifiably within the ambit of this Order.

20          Mass, indiscriminate, or routinized designations are prohibited. Designations  
21 that are shown to be clearly unjustified, or that have been made for an improper  
22 purpose (e.g., to unnecessarily encumber or retard the case development process, or  
23 to impose unnecessary expenses and burdens on other parties), expose the Designating  
24 Party to sanctions.

25          If it comes to a Party's or a non-party's attention that information or items that  
26 it designated for protection do not qualify for protection at all, or do not qualify for  
27 the level of protection initially asserted, that Party or non-party must promptly notify

1 all other parties that it is withdrawing the mistaken designation.

2           5.2 Manner and Timing of Designations. Except as otherwise provided  
3 in this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise  
4 stipulated or ordered, material that qualifies for protection under this Order must be  
5 clearly so designated before the material is disclosed or produced.

6           Designation in conformity with this Order requires:

7           (a) for information in documentary form (apart from transcripts  
8 of depositions or other pretrial or trial proceedings), that the Producing Party affix the  
9 legend “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY” at the top or bottom  
10 of each page that contains protected material.

11           A Party or non-party that makes originals or copies of documents  
12 or materials available for inspection need not designate them for protection until after  
13 the inspecting Party has indicated which material it intends to copy. During the  
14 inspection and before the designation, all of the material made available for inspection  
15 shall be deemed “ATTORNEY’S EYES ONLY”. After the inspecting Party has  
16 identified the documents it wants copied and produced, the Producing Party must  
17 designate, either in writing or on the record (at a deposition), which documents, or  
18 portions thereof, qualify for protection under this Order, then the Receiving Party  
19 must affix the “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY” legend at the  
20 top of each copied page that contains Protected Material. If only a portion or portions  
21 of the material on a page qualifies for protection, the Producing Party also must  
22 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
23 margins) and must specify, for each portion, the level of protection being asserted  
24 (either “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY”).

25           (b) for testimony given in deposition or in other pretrial or trial  
26 proceedings, that the Party or non-party offering or sponsoring the testimony identify  
27 on the record, before the close of the deposition, hearing, or other proceeding, all

1 protected testimony, and further specify any portions of the testimony that qualify as  
 2 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY.” When it is impractical to  
 3 identify separately each portion of testimony that is entitled to protection, and when  
 4 it appears that substantial portions of the testimony may qualify for protection, the  
 5 Party or non-party that sponsors, offers, or gives the testimony may invoke on the  
 6 record (before the deposition or proceeding is concluded) a right to have up to 20 days  
 7 to identify the specific portions of the testimony as to which protection is sought and  
 8 to specify the level of protection being asserted (“CONFIDENTIAL” or  
 9 “ATTORNEY’S EYES ONLY”). Only those portions of the testimony that are  
 10 appropriately designated for protection within the 20 days shall be covered by the  
 11 provisions of this Stipulated Protective Order.

12 Transcript pages containing Protected Material must be separately  
 13 bound by the court reporter, who must affix to the top of each such page the legend  
 14 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY,” as instructed by the Party or  
 15 nonparty offering or sponsoring the witness or presenting the testimony.

16 (c) for information produced in some form other than  
 17 documentary, and for any other tangible items, that the Producing Party affix in a  
 18 prominent place on the exterior of the container or containers in which the information  
 19 or item is stored the legend “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY.”  
 20 If only portions of the information or item warrant protection, the Producing Party, to  
 21 the extent practicable, shall identify the protected portions, specifying whether they  
 22 qualify as “CONFIDENTIAL” or as “ATTORNEY’S EYES ONLY.”

23 5.3 Inadvertent Failures to Designate. If timely corrected, an  
 24 inadvertent failure to designate qualified information or items as “CONFIDENTIAL”  
 25 or “ATTORNEY’S EYES ONLY” does not, standing alone, waive the Designating  
 26 Party’s right to secure protection under this Order for such material. If material is  
 27 appropriately designated as “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY”

1 after the material was initially produced, the Receiving Party, on timely notification  
2 of the designation, must make reasonable efforts to assure that the material is treated  
3 in accordance with the provisions of this Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Unless a prompt challenge to a Designating  
6 Party's confidentiality designation is necessary to avoid foreseeable substantial  
7 unfairness, unnecessary economic burdens, or a later significant disruption or delay  
8 of the litigation, a Party does not waive its right to challenge a confidentiality  
9 designation by electing not to mount a challenge promptly after the original  
10 designation is disclosed.

11 6.2 Meet and Confer. A Party that elects to initiate a challenge to a  
12 Designating Party's confidentiality designation must do so in good faith and must  
13 begin the process by conferring with counsel for the Designating Party in writing. In  
14 conferring, the challenging Party must explain the basis for its belief that the  
15 confidentiality designation was not proper and must give the Designating Party an  
16 opportunity to review the designated material, to reconsider the circumstances, and,  
17 if no change in designation is offered, to explain the basis for the chosen designation.  
18 A challenging Party may proceed to the next stage of the challenge process only if it  
19 has engaged in this meet and confer process first.

20 6.3 Court Intervention. A Party that elects to press a challenge to a  
21 confidentiality designation after considering the justification offered by the  
22 Designating Party may file and serve a motion that identifies the challenged material  
23 and sets forth in detail the basis for the challenge. Each such motion must be  
24 accompanied by a competent declaration that affirms that the movant has complied  
25 with the meet and confer requirements imposed in the preceding paragraph and that  
26 sets forth with specificity the justification for the confidentiality designation that was  
27 given by the Designating Party in the meet and confer dialogue. The parties agree that



1 a confidentiality designation shall not create a presumption in favor of such  
2 confidentiality designation, and that the Court shall decide the issue as such.

3           Until the Court rules on the challenge, all parties shall continue to  
4 afford the material in question the level of protection to which it is entitled under the  
5 Producing Party's designation.

6           7.     ACCESS TO AND USE OF PROTECTED MATERIAL

7           7.1    Basic Principles. A Receiving Party may use Protected Material  
8 that is disclosed or produced by another Party or by a non-party in connection with  
9 this case only for prosecuting, defending, or attempting to settle this litigation. Such  
10 Protected Material may be disclosed only to the categories of persons and under the  
11 conditions described in this Order. When the litigation has been terminated, a  
12 Receiving Party must comply with the provisions of Section 11, below (FINAL  
13 DISPOSITION).

14           Protected Material must be stored and maintained by a Receiving Party  
15 at a location and in a secure manner that ensures that access is limited to the persons  
16 authorized under this Order.

17           7.2    Disclosure of "CONFIDENTIAL" Information or Items. Unless  
18 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
20 only to:

- 21                   (a)    the Party him or itself;
- 22                   (b)    the Receiving Party's outside counsel and in-house counsel,
- 23 as well as paralegals and/or employees of said outside counsel or in-house counsel to
- 24 whom it is reasonably necessary to disclose the information
- 25 for this litigation;
- 26                   (c)    Board members, officers and directors of the Receiving
- 27 Party;

(d) Other employees of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who are bound by internal confidentiality obligations as part of their employment or who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(e) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(f) the Court personnel assigned to this litigation;

(g) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(h) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) the author and recipients of the document or the original source of the information.

7.3 Disclosure of “ATTORNEY’S EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “ATTORNEY’S EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel, as well as employees of said Outside Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts (as defined in this Order) of the Receiving Party to

1 whom disclosure is reasonably necessary for this litigation and who have signed the  
2 “Agreement to Be Bound by Protective Order” (Exhibit A);

3 (c) the Court personnel assigned to this litigation;

4 (d) court reporters, their staffs, and professional vendors to  
5 whom disclosure is reasonably necessary for this litigation and who have signed the  
6 “Agreement to Be Bound by Protective Order” (Exhibit A); and

7 (e) the author and recipients of the document or the original  
8 source of the information.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
10 PRODUCED IN OTHER LITIGATION

11 If a Receiving Party is served with a subpoena or an order issued in other  
12 litigation that would compel disclosure of any Discovery Material, the Receiving  
13 Party must so notify the Designating Party, in writing immediately and in no event  
14 more than five business days after receiving the subpoena or order. Such notification  
15 must include a copy of the subpoena or court order. The Receiving Party also must  
16 immediately inform in writing the Party who caused the subpoena or order to issue in  
17 the other litigation that some or all the material covered by the subpoena or order is  
18 the subject of this Protective Order. In addition, the Receiving Party must deliver a  
19 copy of this Stipulated Protective Order promptly to the Party in the other action that  
20 caused the subpoena or order to issue.

21 The purpose of imposing these duties is to alert the interested parties to  
22 the existence of this Protective Order and to afford the Designating Party in this case  
23 an opportunity to try to protect its confidentiality interests in the court from which the  
24 subpoena or order issued. The Designating Party shall bear the burdens and the  
25 expenses of seeking protection in that court of its confidential material – and nothing  
26 in these provisions should be construed as authorizing or encouraging a Receiving  
27 Party in this action to disobey a lawful directive from another court.

1           9.     UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2           If a Receiving Party learns that, by inadvertence or otherwise, it has  
3 disclosed Protected Material to any person or in any circumstance not authorized  
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
6 best efforts to retrieve all copies of the Protected Material, (c) inform the person or  
7 persons to whom unauthorized disclosures were made of all the terms of this Order,  
8 and (d) request such person or persons to execute the “Acknowledgment and  
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10          10.    FILING PROTECTED MATERIAL. If any Protected Material is  
11 included with any papers filed with the court, the filing party shall file such Protected  
12 Material under seal in the manner set forth in California Central District Local Rule  
13 79-5.1 and Paragraph 7 of the Honorable Beverly Reid-O’Connell’s Standing Order  
14 Regarding Newly Assigned Cases in this Action (“Dkt. #6), or other similar Court  
15 rules that may be controlling at the time of the filing of the Protected Material.

16          11.    FINAL DISPOSITION. Unless otherwise ordered or agreed in writing  
17 by the Producing Party, within sixty days after the final termination of this action,  
18 each Receiving Party must return all Protected Material to the Producing Party. As  
19 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
20 compilations, summaries or any other form of reproducing or capturing any of the  
21 Protected Material. With permission in writing from the Designating Party, the  
22 Receiving Party may destroy some or all of the Protected Material instead of returning  
23 it. Whether the Protected Material is returned or destroyed, the Receiving Party must  
24 submit a written certification to the Producing Party (and, if not the same person or  
25 entity, to the Designating Party) by the sixty day deadline that identifies (by category,  
26 where appropriate) all the Protected Material that was returned or destroyed and that  
27 affirms that the Receiving Party has not retained any copies, abstracts, compilations,

1 summaries or other forms of reproducing or capturing any of the Protected Material.

2 Notwithstanding this provision, Counsel are entitled to retain an archival  
3 copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence  
4 or attorney work product, even if such materials contain Protected Material. Any such  
5 archival copies that contain or constitute Protected Material remain subject to this  
6 Protective Order as set forth in Section 4 (DURATION), above.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right  
9 of any person to seek its modification in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
11 Protective Order no Party waives any right it otherwise would have to object to  
12 disclosing or producing any information or item on any ground not addressed in this  
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Inadvertent Production of Privileged Documents. If a Party,  
16 through inadvertence, produces any document or information that it believes is  
17 immune from discovery pursuant to an attorney-client privilege, the work product  
18 privilege, or any other privilege, such production shall not be deemed a waiver of any  
19 privilege, and the Producing Party may give written notice to the Receiving Party that  
20 the document or information produced is deemed privileged and that return of the  
21 document or information is requested. Upon receipt of such notice, the Receiving  
22 Party shall immediately gather the original and all copies of the document or  
23 information of which the Receiving Party is aware, in addition to any abstracts,  
24 summaries, or descriptions thereof, and shall immediately return the original and all  
25 such copies to the Producing Party. Nothing stated herein shall preclude a Party from  
26 challenging an assertion by the other Party of privilege or confidentiality.

1 **FOR GOOD CAUSE SHOWN AND PURSUANT TO STIPULATION,**  
2 **IT IS SO ORDERED.**

3  
4 DATED: February 28, 2014

By: /s/John E. McDermott  
Honorable John E. McDermott  
United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print full name],  
of \_\_\_\_\_ [print full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of *Vita Bratta, etc et al v. Cleopatra Records, Inc., et al.*, Case No. CV13-06950 BRO (JEMx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_